

The Town of Upper Marlboro
14211 School Lane
Upper Marlboro, Maryland 20772
Phone (301-627-6905) Fax (301-627-2080)
E-mail: clerk@uppermarlboromd.gov

NOTICE TO CONTRACTORS

INVITATION TO BID TO THE TOWN OF UPPER MARLBORO

MARLBOROUGH TOWNE ROADWAYS, STREETS AND PARKING AREAS RECONSTRUCTION PROJECT

BID INFORMATION

Sealed bids, addressed to Town Clerk, and marked "Bid for Project No. **2013-01**, Marlborough Towne Roadways, Streets and Parking Areas Road Reconstruction" will be received at the Town Hall, Town of Upper Marlboro, 14211 School Lane, Upper Marlboro, MD 20772 until 2:00 PM local time, **June 28, 2013** and then and there the bids will be opened and read by the Town President and the Town Clerk.

The successful bidder will be contracting with The Town of Upper Marlboro who will be responsible for payment. Certain roadway and parking areas in Marlborough Towne belong to the Marlborough Towne Homeowners Association. The Town will be acting on behalf of the Homeowners Association. Due to budget restrictions, alternative bids are required as follows:

Base Bid —Marlborough Drive, at the edge of Old Marlboro Pike (SR 725) for 754 feet (does not include area D shown on "*Lettered Parking Areas Marlborough Plat*" PDF). Our estimate is 350 tons of mix will be required under this bid. **Bidders may not and should not rely on this estimate but must conduct their own independent evaluation.**

Alternative One — A bid price for the remainder of Marlborough Drive (not including parking area D shown on "*Lettered Parking Areas Marlborough Plat*" PDF), Marlborough Circle with associated parking areas and bid price for the Base Bid area mentioned above. Our estimate is 950 tons of mix will be required under this bid. **Bidders may not and should not rely on this estimate but must conduct their own independent evaluation.**

Alternative Two — Base bid price, and bid price for all other streets, roadways and parking areas in Marlborough Towne.(see "*Lettered Parking Areas Marlborough Plat*" PDF). Our estimate is 1600 tons of mix will be required under this bid. **Bidders may not and should not rely on this estimate but must conduct their own independent evaluation.**

This project is for milling and asphalt surface paving of roads, streets and asphalt parking areas in the community of "Marlborough Towne" in The Town of Upper Marlboro. It includes but is not limited to, removal and replacement of asphalt pavement cut out, patch and replace areas as marked. Asphalt milling, removal of millings from the project, placement of tack-coat binder and placement of a new wearing surface. This project will also include roadway, parking space striping and numbering.

All bidders and their subcontractors are encouraged to visit and inspect the site. Failure of a bidder to not visit the site prior to submitting their bid shall not be adequate cause for the retraction and or withdrawal of their bid. All bidders must familiarize themselves with the project.

If subcontractors will be hired to complete this project, the contractor awarded by the Town must hire the subcontractor through a fair and open process and include efforts to outreach to women and minority owned business. All subcontractors and suppliers must be identified and approved by the Town prior to contract award.

REQUEST FOR BIDS DOCUMENTS

In addition to this Document (14 pages) there is a proposed contract. In PFD format, there are plans for Marlborough Towne showing the street layout, maps showing the streets and parking areas and an aerial view of Marlborough Towne. Full-size plans will be available at Town Hall for inspection, or for purchase at five dollars.

Bid and Contract Documents may be downloaded from the Town website, emailed to you as a PDF file or picked up in person from Town Hall, 14211 School Lane, Upper Marlboro, MD 20772, Monday through Friday, 9:00 AM to 3:00 PM. Please call first at 301-627-6905 to ensure Bid Packages will be ready for pick-up. www.UpperMarlboroMD.gov

Pre-Bid Conference

A pre-bid conference will be held on site (Marlborough Circle) on **June 18, 2013 at 10:00 a.m.**

EQUAL OPPORTUNITY

It is the policy of The Town of Upper Marlboro, Maryland, to ensure Equal Employment Opportunity for all persons, and to ensure that Minority and Women-Owned Business Enterprises have the maximum opportunity to participate in the performance of all Town contracts for supplies and services.

NON-DISCRIMINATION IN EMPLOYMENT

THE CONTRACTOR OR ANY SUBCONTRACTOR MAY NOT DISCRIMINATE IN ITS EMPLOYMENT PRACTICES AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, ANCESTRY, HANDICAP, AGE OR MARITAL STATUS.

The Town of Upper Marlboro reserves the right to reject any and or all Bids, to waive informalities, to negotiate additional terms and to accept any Proposal that it deems to be in the best interest of The Town.

Mr. Stephen Sonnett,
President Town Board of Commissioners
Upper Marlboro, Maryland

INFORMATION FOR BIDDERS AND GENERAL CONTRACT CONDITIONS

PROPOSAL REQUIREMENTS AND CONDITIONS

1. PREPARATION OF PROPOSAL — When filling out proposal forms, bidders shall be governed by the following provisions: Proposals must be submitted on the attached form. The blank spaces on the proposal form must be filled in with ink and no changes shall be made either in the phraseology of or in the items mentioned in the proposal form. The amounts bid on each item shall be expressed both by words and by figures.

Proposals must be signed in ink by the bidder with the signature in full. When a partnership is a bidder, the agent who signs the firm's name shall, in addition, state the names and addresses of the individuals composing the partnership. Post Office address must be given after the signature.

Proposals, which show any omission, addition, or item, not called for in the estimate or show any irregularity of any kind may be rejected. Conditional bids will not be accepted.

Proposals and all papers bound and attached thereto shall be placed in an envelope addressed to The Town of Upper Marlboro, P.O. Box 280, Upper Marlboro, Maryland 20773, hereinafter called "The Town" and so marked as to clearly indicate its contents without requiring opening. Proposals may be delivered either in person or by mail.

2. WITHDRAWALS OF PROPOSALS — Bidders will be permitted to withdraw any proposal prior to the scheduled time of opening, providing such request is made in writing to The Town.

3. QUALIFICATIONS OF BIDDERS — The Town may require the bidder to present satisfactory evidence indicating sufficient experience and is prepared with the necessary capital, materials, machinery, and skilled workmen to carry out the contract, prior to the award.

The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy The Town that the bidder is properly qualified to carry out the provisions of the contract.

4. MATERIAL GUARANTY — Before any contract is awarded, bidders may be required to furnish a complete statement of the original composition and manufacture of any or all materials to be used in the construction of the work together with samples, which samples may be subjected to any tests deemed advisable to determine their quality and fitness for the work (see Control of Materials below).

5. FAMILIARITY WITH PROPOSED WORK — Prior to submitting proposal, each bidder is required to examine the site of the proposed work as well as the proposal, plans, specifications and contract form. It will be assumed that the bidder has satisfied themselves as to the conditions to be encountered, the character, quantity, and quality of work to be performed and materials to be furnished, and all requirements of these specifications and contract.

The bidder shall have no claim for damage or extension of time or any other concession because of any misunderstandings, misinterpretation, or lack of information relative to this contract or the work proposed herewith.

The Town does not propose to fully describe the character or location of underground materials or objects, which may be encountered in the construction of this project. Each bidder shall conduct such sub-surface investigations, as they deem necessary to determine for themselves the character of work, which they may encounter. The description and quantities of items indicated in the proposal form shall be used as a basis of comparison of bids and computation of quantities only and shall not be construed to be representative of materials which may be actually uncovered or found during the construction of the project.

6. SUBLETTING OR ASSIGNING THE CONTRACT — The Contractor shall perform with their own organization work amounting to not less than 75% of the total work proposed. No portion of the contract shall be sublet or assigned or otherwise disposed of except with the written consent of The Town. Request for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and The Town may require the subcontractor proposed to present satisfactory evidence of his ability to perform the work to their satisfaction before such approval shall be granted.

AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS — After the proposals have been publicly opened and read, the prices will be compared on the basis of the lowest reasonable bid for all items composing the contract and qualification of the bidder. In cases where alternate bids are asked, the Town reserves the right to select that alternate bid which in its opinion is most desirable even though it may not be the lowest alternate bid, providing that all bids shall be compared on the same basis.

The right is reserved to waive any informalities and to reject any or all bids, to advertise for new proposals, to proceed to do the work otherwise or to abandon the work if in the judgment of The Town the best interest of The Town will be served thereby.

2. AWARD OF CONTRACT — The contract will be awarded, or bids rejected, within approximately thirty (30) days from date of opening of bids.

3. EXECUTION OF CONTRACT — The contract shall be executed by the successful bidder with The Town within ten (10) business days after they have received notice of award. If a contract is not executed within 10 business days, The Town reserves the right to negotiate with the next lowest responsible bidder, and/or re-advertise. The Town may proceed in any lawful manner deemed advisable to accomplish the work.

SCOPE AND CONTROL OF WORK

1. SCOPE OF WORK — Work shall consist of curb milling of existing Hot Mix Asphalt streets, roads and parking areas, in the community of Marlborough Towne in The Town of Upper Marlboro. The Contractor shall furnish and place tack-coat and Hot Mix Asphalt Paving overlay streets roads parking areas as described in the bid proposal and contract. All work to conform to Maryland Dept. of Transportation State Highway Administration “Standard Specifications for Construction & Materials” for Super-pave, dated July 2008. The Contractor shall be responsible for creating a smooth paved transition at all connecting roads, driveways and curbs and gutters

within the specified paving areas. The contractor shall insure that all areas slope and drain properly. The contractor shall furnish and install any and all necessary utility adjustment to insure a smooth and uniform finish of the surface free of utility bumps. Contractor is required to contact Miss Utility before commencement of work.

NO CLAIM INVOLVING ADDITIONAL COMPENSATION WILL BE ALLOWED ON ANY ITEM COVERED BY THE CONTRACT UNLESS SUCH CLAIM SHALL BE MADE AND PROPER SETTLEMENT AGREED UPON IN WRITING BY THE TOWN PRIOR TO THE PERFORMANCE OF THE WORK IN QUESTION.

2. EXTRA AND FORCE ACCOUNT WORK — Where a satisfactory agreement cannot be reached relative to compensation for major alterations described above or for work for which no quantity or price is included in the contract, it shall be done on a force account basis, upon written instructions from The Town, to be paid for in the following manner: The Contractor shall perform the work as directed by The Town and shall receive the current local rate of wage for all labor, foremen, and superintendents in direct charge of the specific operation to which shall be added 10% of the sum thereof to cover the cost of administration and the use of small tools.

For all materials furnished and used by the Contractor, he shall receive the actual cost of such materials including transportation charges as shown by original receipted bills to which he shall add 10% of the sum thereof to cover administrative expense. For special equipment, payment will be made on a rental basis at rates previously agreed upon by the Contractor and The Town.

The Contractor shall be allowed an additional amount equal to the premium for worker's compensation insurance, social security, bond, or other similar State or Federal requirements specified by Law on the appropriate amount of the force account work. Should the Contractor fail to prosecute the work as directed, within what The Town considers to be a reasonable time, The Town may withhold payment of all current estimates until such refusal is eliminated or The Town may proceed to have the work done in any manner deemed advisable without in any way violating the terms of this contract.

3. FINAL CLEANUP — Upon completion of the work and before final acceptance and payment is made, the Contractor shall remove from the improvement, approaches, and all adjacent property, all surplus and discarded materials, temporary structures or anything which may be considered to be objectionable to the property owners adjacent to this improvement. The Contractor shall leave the improvement and surrounding area in a neat and presentable condition.

4. AUTHORITY OF THE TOWN REPRESENTATIVE and / or DESIGNATED REPRESENTATIVE OF THE TOWN COMMISSIONERS — (Further indicated herein as Designee) To prevent misunderstanding and litigation, the appointed and announced Designee as representative of The Town, shall decide any and all questions which may arise as to the quality and acceptability of material furnished and work performed and as to the manner of performance and rate of progress of said work. The Designee shall decide all questions that may arise as to the interpretation of the proposal, contract, and specifications. The Designee shall determine the amount and quantity of the work performed under this contract and such decisions shall be final and conclusive, and they shall have authority to enforce, and make effective, such decisions and others as the Contractor fails to carry out promptly.

The Contractor shall furnish the Designee with every reasonable facility for determining whether or not the work performed and materials used are in accordance with the requirements and intent

of the specifications and contract. Upon request of the Designee, the Contractor shall at any time prior to the acceptance of the work, remove or uncover such portions of the finished work as may be directed. Upon exposure, if the work should prove acceptable, the cost of uncovering or replacing shall be paid for as "extra work". But, should the work so exposed prove unacceptable, the entire cost of uncovering or removing and replacing in a satisfactory manner shall be at the Contractor's expense.

CONTROL OF MATERIALS

1. SOURCE OF SUPPLY / QUALITY OF MATERIALS / SUBSTITUTION OF

MATERIALS — The source of supply of each of the materials to be used shall be approved in writing by the Designee before delivery is started. The Designee may require samples of all materials to be submitted for examination and testing including core and compaction tests. Only materials conforming to requirements of these specifications and approved by the Designee shall be used in the work. The quality of materials shall be such as to be considered satisfactory when tested by the latest approved standard methods of sampling and testing. Upon instructions of the Designee, the Contractor may be required to submit suitable evidence that the materials furnished by them are in accordance with the above provision. (These may include, but not be limited to, Mix Designs, Tickets, Certifications and Field Density Test results.)

It is the intention of these specifications to permit all Contractors' bidding on this work to secure the fullest amount of competition on the various materials and specialties named herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term "or approved equal" shall be presumed to be implied. It shall be understood that this means the Contractor must submit sufficient evidence that the work or materials the Contractor desires to substitute are truly equal to the specified work or materials. Submittals shall be documented to the satisfaction of the Designee for his review, approval, or rejection. The Designee's decision in the approval of substitutes shall be final and in the event of an adverse decision, no claim of any sort will be made against the Designee, his Authorized Representative, or Owner.

2. DEFECTIVE MATERIALS — All rejected materials shall be removed immediately from the vicinity of the project.

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

1. RESPONSIBILITY FOR DAMAGE CLAIMS — The Contractor shall indemnify and save harmless The Town and The Marlborough Town Homeowners Association and all its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or any act or omission of the said Contractor, or for any other reason occurring as a result of any act, omission, neglect, or misconduct in the manner or method of executing said work during the period of construction and until such time as the improvement shall be formally accepted.

The Contractor shall observe and comply with all Federal and State Laws, By-Laws, Ordinances and Regulations in any manner affecting the conduct of the work, and shall indemnify and save harmless The Town and The Marlborough Town Homeowners Association and its representatives

against any claim arising from the violation of any such Law, By-Laws, Ordinance, or Regulation, whether by the Contractor, Subcontractors, or their employees.

2. PUBLIC CONVENIENCE AND SAFETY — The Contractor shall at all times conduct the work in such a manner as to insure the least obstruction to traffic practicable. The convenience of the general public and the residents along the improvement shall be provided for in an adequate and satisfactory manner. Fire hydrants shall be kept accessible to fire apparatus at all times.

3. BARRICADES, DANGER, WARNING, AND DETOUR SIGNS — **must be placed and used in accordance with the Maryland Department of Transportation, State Highway Administration Standards and Specifications and with the Manual of Uniform Traffic Control Devices. NO HOMEMADE, SPRAY PAINTED AND / OR ALTERED SIGNS SHALL BE USED.**

4. PRESERVATION OF PROPERTY — The Contractor shall be responsible for the preservation of all public and private property, trees, survey monuments, highway signs, markers, fences and curbs or other appurtenances above or underground, and shall use every precaution to prevent damage or injury thereto. The Contractor shall assume any expense necessary to provide adequate protection, whether such designated item is on or off the right-of-way. Any curb or sidewalk or underground structure damaged by the Contractor during the operation shall be repaired in a satisfactory condition at the Contractor's expense.

PROSECUTION AND PROGRESS

CONTRACT AWARD IS EXPECTED TO BE MADE ON OR BEFORE **JULY 10, 2013.**

THE CONTRACTOR IS EXPECTED TO COMMENCE, CONTINUE AND COMPLETE THEIR WORK AS A CONTINUOUS OPERATION. MOBILIZATION AND DEMOBILIZATION SHALL NOT BE PERMITTED.

1. PROSECUTION OF WORK — The Contractor shall begin work promptly within ten (10) days following (or in accordance with a mutually agreed upon schedule signed by both parties) the notice to proceed, and shall so prosecute the work so that the entire contract shall be completed by thirty working days. Failure to complete the project by the stated completion date shall result in liquidated damages. The Contractor shall notify the Town Clerk, Police Chief and Designee at least 48 hours before beginning work and shall consult with the Designee concerning the method or prosecution, the point or points at which work shall begin and the type and condition of equipment to be used for each operation.

It shall be incumbent upon the Contractor to so schedule their work as to tie in with adjacent contracts or with subcontracts within the scope of this improvement. The Designee shall determine the sufficiency of labor, materials and equipment to affect satisfactory schedules of operation, and upon his instructions, the Contractor shall be required to secure additional equipment, labor, or materials as directed.

2. COMPETENT PERSONNEL — The Contractor shall employ only competent personnel and whenever, in the opinion of the Designee, any worker who is found unfit to perform their task or does their work contrary to instructions, or conducts themselves improperly, the Contractor shall discharge them immediately upon the Designee's written request and not employ them again on

this project without permission. All employees MUST have the proper documentation which allows for them to legally work in this country.

3. DETERMINATION OF "WORKING DAY" OR "CALENDAR DAY" — Whenever, in the opinion of the Designee, weather or soil conditions are suitable for the prosecution of the work on a major item for five or more hours in any one calendar day, such day shall be considered a "WORKING DAY" for contract time so specified. Normally, Saturdays, Sundays, and Legal Holidays shall not be charged as the contract working time, but only when used as a Working Day.

Contract time specified as Calendar Days shall be every day shown on the calendar, Saturdays, Sundays and Holidays included. Contracts with specified completion dates shall record Contract Days as Calendar Days.

The Town observes the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving (Thursday and Friday) and Christmas Day. The Contractor will not be permitted to work on the above mentioned holidays, or on Saturdays or Sundays, unless authorized by the Designee. The normal number of working hours per day on this contract will be limited to ten, unless authorized by the Designee. Working hours shall be 8:00 a.m. to 6:00 p.m.

In case of an emergency, which may require that work is done on Saturdays, Sundays, holidays or longer than eight hours per day, the Contractor shall request permission from the Designee to do so. If, in the opinion of the Designee the emergency is bona fide, they will grant permission to the Contractor to work such hours as may be necessary. Also, if in the opinion of the Designee, a bona fide emergency exists, they may direct the Contractor to work such hours as may be necessary, whether the Contractor requests permission to do so or not.

4. EXTENSIONS OF TIME — TIME EXTENSIONS SHALL NOT BE GRANTED EXCEPT IN THE EVENT OF EXTROIDINARY CIRCUMSTANCES. If the Contractor shall be delayed in the completion of the work by reasons and conditions beyond his control, they shall be granted an extension of time by The Town to an extent compatible with the extent of delay. Any such extension MUST BE APPROVED in writing by The Town / Owner.

5. LIQUIDATED DAMAGES — For each day that the work shall remain uncompleted after the time specified for completion, the sum per day, given in the following schedule shall be deducted by The Town from monies due the Contractor, not as a penalty, but as liquidated damages. **Liquidated Damages are \$ 750.00 Per Calendar Day to commence on the 31st day of the project.**

6. CONTRACTOR'S INSURANCE — The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of their, or any subcontractor's, employees employed at the site of the work; and such Public Liability and Property Damage Insurance as shall protect them from claims which may arise from operations under this contract for personal injury (including accidental death) as well as for property damage - whether such operations are by themselves or by any subcontractor, or by anyone directly employed by them.

Proof of Insurance is required. Public Liability Insurance shall be in an amount not less than \$500,000 for injuries, including wrongful death to any one person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident.

Property Damage Insurance shall be in an amount not less than \$500,000 for damages on account of any one accident, and in an amount not less than \$1,000,000 for damages on account of all accidents.

7. ACCEPTANCE AND FINAL PAYMENT — When in the opinion of the Designee, the Contractor has completed the work in a satisfactory manner in accordance with the terms of the contract, the Designee shall make final inspection of the entire project with The Town President of Commissioners and The President of The Marlborough Town Homeowners Association Board of Directors (and/or their respective designated representatives) and shall certify in writing to The Town as to the completion of the work, submitting with this report the final estimate showing the amount of each item of work performed and the value thereof.

8. RELEASE OF LIENS — Prior to final payment, the Contractor shall deliver (in a form satisfactory to The Town) a written report to the effect that all bills for labor, materials, and supplies have been paid or satisfactorily secured.

9. WARRANTY OF CONSTRUCTION — In addition to any other warranties at law or set out elsewhere in the Contract, the Contractor warrants for one year after final acceptance of the work, that work performed under the Contract conforms to the Contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of their subcontractors or suppliers at any tier. With respect to any part of the work, which The Town of Upper Marlboro and The Marlborough Town Homeowners Association takes possession of prior to final acceptance, such warranty shall continue for a period of one year from the date of possession. Under this warranty, the contractor shall remedy at their own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at their own expense any damage to Town / HOA owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to the Contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any work damaged in fulfilling the terms of this clause. The Contractor's warranty with respect to work repaired or replaced hereunder will run for one year from the date of such repair or replacement.

The Town shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage. Should the Contractor fail to remedy any failure, defect, or damage described in the above within a reasonable time after receipt of notice thereof, The Town shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor's expense.

PROPOSAL FORM

PROPOSAL OF:

(Company Name) _____

(Address) _____

(Contact Person) _____

(Email Address) _____

(Office Phone Number) _____

(FAX Number) _____

(Cell Phone Number) _____

Proposals to be received up until: Friday, June 28, 2013, at 2:00 p.m.

To: Town Hall, Town of Upper Marlboro, 14211 School Lane, Upper Marlboro, MD. 20772

Mail to: Town Hall, Town of Upper Marlboro, P.O. Box 280, Upper Marlboro, MD. 20773

SCHEDULE OF BIDS

This proposal shall be filled in by the Bidder in ink and the extensions shall be made by them. For complete information concerning these items, see specifications, plans and contract forms.

Base Bid

Marlborough Drive, Town of Upper Marlboro, from edge of Old Marlboro Pike for 754 feet, not including parking area D. Curb milled to six feet each side and such other areas as required to provide positive drainage. Clean, tack-coat and overlay all asphalt with two inches compacted to Maryland Dept. of Transportation State Highway Administration "Standard Specifications for Construction & Materials" for Super-pave, dated July 2008. Smooth transitions at all edges. Cross walk striping and risers as required.

Base Bid: \$ _____

Alternative One

Part 1: Marlborough Drive, Town of Upper Marlboro from edge of Old Marlboro Pike for 754 feet not including parking area D. Curb milled to six feet and such other areas as required to provide positive drainage. Clean, tack-coat and overlay all asphalt with two inches compacted of Maryland Dept. of Transportation State Highway Administration "Standard Specifications for Construction & Materials" for Super-pave, dated July 2008. Smooth transitions at all edges. Cross walk striping and risers as required.

Amount of Bid for Alternative One, Part 1: \$ _____

Part 2: Continuation of Marlborough Drive not including parking area D on Attachment A and Marlborough Circle curb milled to six feet and such other areas as required to provide positive drainage. Parking Spaces to be curb milled to twelve feet. Clean, tack-coat and overlay all asphalt with two inches compacted of Maryland Dept. of Transportation State Highway Administration "Standard Specifications for Construction & Materials" for Super-pave, dated July 2008. Smooth transitions at all edges. Risers as required. Striping and numbering of parking spaces per plat.

Amount of Bid for Alternative One, Part 2: \$ _____

Bid for Alternative One: \$ _____

Alternative Two

Part 1: Marlborough Drive, Town of Upper Marlboro from edge of Old Marlboro Pike for 754 feet not including parking area D. Curb milled to six feet and such other areas as required to provide positive drainage. Clean, tack-coat and overlay all asphalt with two inches of Maryland Dept. of Transportation State Highway Administration "Standard Specifications for Construction & Materials" for Super-pave, dated July 2008. Smooth transitions at all edges. Cross walk striping and risers as required.

Amount of Bid for Alternative Two, Part 1: \$ _____

Part 2: Continuation of Marlborough Drive not including parking area D on Attachment A and Marlborough Circle curb milled to six feet and such other areas as required to provide positive drainage. Parking Spaces to be curb milled to twelve feet. Clean, tack-coat and overlay all asphalt with two inches compacted of Maryland Dept. of Transportation State Highway Administration "Standard Specifications for Construction & Materials" for Super-pave, dated July 2008. Smooth transitions at all edges. Risers as required. Striping and numbering of parking spaces per plat.

Amount of Bid for Alternative Two, Part 2: \$_____

Part 3: Marlborough Place, Marlborough Terrace, Marlborough Lane, Marlborough Grove and Marlborough Drive parking area D on Attachment A, curb milled to six feet and such other areas as required to provide positive drainage. Parking Spaces to be curb milled to twelve feet. Clean, tack-coat and overlay all asphalt with one and one-half inches compacted of Maryland Dept. of Transportation State Highway Administration "Standard Specifications for Construction & Materials" for Super-pave, dated July 2008. Smooth transitions at all edges. Risers as required. Striping and numbering of parking spaces per plat.

Amount of Bid for Alternative 2, Part 3: \$_____

Total Bid for Alternative 2: \$_____

The contractor shall furnish and install any necessary utility adjustment rings (right heights) to insure for a smooth and uniform finish of the surface free of utility bumps.

Receipt of the following addenda to the specification is acknowledged: Addendum

No. _____ Date: _____ Addendum

No. _____ Date: _____ Addendum

No. _____ Date: _____ Addendum

Attached to this Proposal are the following required Affidavits and Bid Bond and proposed contract.

AFFIDAVIT OF QUALIFICATION TO BID

I hereby affirm that,

1. I am the (title): _____ and the authorized representative of
(name of firm): _____
whose address is: _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor the above firm, nor the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to The Town of Upper Marlboro and relevant agencies or entities and, where appropriate, to the Board of Public Works and to the Attorney General under section 16D of Article 78A of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, The Town of Upper Marlboro, Maryland, may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

_____ (Signature)

_____ (Date)

NON-COLLUSION AFFIDAVIT

Date _____

The Board of Town Commissioners, Town Hall, Town of Upper Marlboro, 14211 School Lane,
Upper Marlboro, MD 20772

Gentlemen:

This is to certify that the undersigned bidder

_____ has not, either
directly or indirectly, entered into any agreement, participated in any collusion, or otherwise
taken any action in restraint of free competitive bidding in connection with this proposal
submitted to The Town of Upper Marlboro for Contract Number: _____.

Name of Bidder: _____

Signature & Title of Authorized Representative

Swore to and subscribed before me this _____ day of _____, 20____

My commission expires on: _____, 20____.

Notary Public

Notary Seal